

1 BILL NO. S-85-10-20

2 SPECIAL ORDINANCE NO. S- 192-85

3 AN ORDINANCE approving Contract
4 for Res. #6030-85 - E. Washington
5 Blvd. Turn Lane, by the City of
6 Fort Wayne, by and through its
Board of Public Works and Safety
and Wayne Asphalt & Construction
Co., Inc.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne, by and through its Board of Public
11 Works and Safety and Wayne Asphalt & Construction Co., Inc., is
12 hereby ratified and affirmed and approved in all respects. The
13 work under said Contract requires:

14 improvement of East Washington Blvd.
15 from the intersection of Kitch Street
16 to the intersection of Old Maumee
17 Avenue a distance of 1,888 Lineal Feet
18 for the purpose of a continuous Left
Hand Turn Lane. The construction will
consist of a deep strength asphalt lane
16 feet wide, pavement markings and
the relocation of the streetlights;

19 the Contract price is One Hundred Thirty-Six Thousand Fifty-Five
20 and 97/100 Dollars (\$136,055.97).

21 SECTION 2. Prior Approval was received from Common
22 Council with respect to this Contract. Two (2) copies of the
23 Contract, attached hereto, are on file with the City Clerk and
24 are available for public inspection.

25 SECTION 3. That this Ordinance shall be in full force
26 and effect from and after its passage and any and all necessary
27 approval by the Mayor.

28
29 Samuel L. Tolano
Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 Bruce O. Boxberger
City Attorney

Read the first time in full and on motion by _____, seconded by John, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 10-18-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by John, seconded by John, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-22-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) ~~(GENERAL)~~

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 192-85

on the 22nd day of October, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of October, 1985, at the hour of 11:30 o'clock PM.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1985, at the hour of 3:30 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: E. WASHINGTON BLVD. TURN LANE RESOLUTION # 6030-85

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	11 - 19	Instruction to Bidders
X	51	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement 96-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
	Payment Bond
	Warranty Bond
X	Barricade Information

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	_____	_____	_____	_____

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

BID SUBMITTED

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Edward L. Dehner

Its Edward L. Dehner, President

Offer

Date July 31, 1985

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: C. Bailey

O.C. 12/84

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

David J. Hunt

Cosette R. Giddens

James D. Connelley

City of Fort Wayne
Mayor

W. H. Dink

Award

Date 8/2/85

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

JULY 12, 1985

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 31st day of JULY, 1985, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6030-85 EAST WASHINGTON BLVD. TURN LANE

To improve E.WASHINGTON BLVD. from the intersection of Kitch St. to the intersection of Old Maumee Avenue a distance of 1,888 Lineal feet for the purpose of a continuous Left Hand Turn Lane. The construction will consist of a deep strength asphalt lane 16 feet wide, pavement markings and the relocation of the street lights.

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of percent (%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☐ (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 4 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Gaines Const.	217 W. Washington	Structure Work
2.	Fort Wayne, In	
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Statewide Trucking	7432 Lwr. Huntington Rd.	Hauling Service
2.	Fort Wayne, In.	
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor WAYNE ASPHALT & CONST. CO.

Contractor _____

By Edward L. Dehner

By _____

Its Edward L. Dehner, President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least ____% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

(attach additional sheets if necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Edward L. Dehner

Its Edward L. Dehner, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows:

ITEMIZED PROPOSAL

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ: EAST WASHINGTON TURN LANE

RES. NO: 6030-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1	Common Excavation	950	cy		
2	Concrete Curb Removal	100	lf	4.95	4,702.50
3	Guardrail Removal	1787	lf	1.00	100.00
4	Remove Drainage Structures and Bulkhead Pipe			1.20	2,144.40
		4	ea	150.00	600.00
5	Special Concrete Center Curb	134	sy	37.50	5,025.00
6	Asphalt Base No. 5D	1473	ton	24.95	36,751.35
7	Asphalt Binder No. 9	552	ton	28.00	15,456.00
8	Asphalt Surface Type B	184	ton	31.95	5,878.80
9	Thermoplastic Line (Skip & Solid Yellow) 6"	5178	lf	.64	3,313.92
10	Thermoplastic Line (Solid White) 6"	300	lf	.64	192.00
11	Thermoplastic Special Marking Arrow	6	ea	38.50	231.00
12	Thermoplastic Special Markings Word Only	6	ea	44.00	264.00
13	Construction Signs	12	ea	90.00	1,080.00
14	Flashing Arrow Signs (2-12 wks)	24	wks	145.00	3,480.00
15	Maintaining Traffic	1	ls		1,000.00
16	2'x2'x6' Conc. Foundation with 2" Entry Sleeves & Ground Rod	24	ea	665.00	15,960.00
17	3/c #2 Alum.Duct Cable rated 600 volt or Copper equivalent or prior approved alternate installed in trench or steel conduit	4000	ft	3.47	13,880.00
18	2" Steel Conduit Pushed or Bored under St. & Dr. areas Bushings & Transition fillings as req.	900	ft	10.73	9,657
19	Remove Existing Mast Arm & Luminaire. Install on new pole	12	ea	50.00	
20	Install 30' Alum. Light Pole Transformer Base on New Foundation on South Side of Street	12	ea	220	

ITEMIZED PROPOSAL

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ: EAST WASHINGTON TURN LANE

RES. NO: 6030-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
21	Transfer existing 35' Alum.Pole				
	remaining Mast Arm & Luminaire to				
	new foundation on north side of st	12	ea	220.00	2,640.00
22	Relamp & Clean Luminaire	24	ea	67.00	1,608.00
23	Adjust Handhole to Grade	1	ea	275.00	275.00
24	Break existing foundation 6"				
	Below bottom of sub-base				
	& Backfill with "B" Borrow	12	ea	138.00	1,656.00
25	Fused Connector	48	ea	22.00	1,056.00
26	Unfused Connector	24	ea	19.80	475.20
27	Ground lag, #6 Bare Copper &				
	Ground rod clamp	24	ea	18.70	448.80
28	Trench in Earth				
	Restoration of Disturbed Trench				
	Line	2700	ft	1.75	1,725.00
29	1/c #12 TW Wire in new				
	Light Supports	1440	lf	.15	216.00

TOTAL:

136,055.97

NOTE: Contractor will be paid on
measured quantities only
at unit price bid.

SHEET 2 OF 2

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, Wayne Asphalt & Construction Company, Inc. as principal
and United States Fidelity and Guaranty Company

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum
of Five Per Cent (5%) of Maximum Bid DOLLARS (\$ _____).

to be paid to the said City of Fort Wayne, Indiana, or its successors or
assigns, for the payment of which, well and truly made, we hereby bind our-
selves, our heirs, successors, executors and administrators, jointly and
severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 31st
day of July, 1985.

The condition of this obligation is such that if the accompanying bid or
proposal of _____
Resolution #6030-85

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the
contract awarded to the above bidder, and the bidder shall, within ten (10) days
after such award is made, enter into a contract with the City of Fort Wayne,
State of Indiana, for the work bid upon, and give bond as required; then this
obligation shall be null and void; otherwise, it shall remain in full force and
effect.

SIGNED at Fort Wayne, Indiana
this 31st day of July, 1985.

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

UNITED STATES FIDELITY & GUARANTY COMPANY

BY: Edward L. Dehner
Principal

*BY: [Signature]
Surety
Attorney-in-fact

Edward L. Dehner, President

*If signed by an agent appropriate power
of attorney shall be attached

Contract No.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~done by~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By A. Nord Bjorke
Vice-President.

(SEAL) (Signed) Jack S. Mallinger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, }

On this 2nd day of November, A. D. 1984, before me personally came A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, }

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers ~~and~~ Edward L. Dehner, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

WAYNE ASPHALT & CONST. CO., INC.

Edward L. Dehner

Edward L. Dehner, President

Subscribed and sworn to before me by Edward L. Dehner, President
this 31st day of July, 19 85.

My Commission Expires:

January 12, 1986

Esther J. Smith

Notary Public Esther J. Smith
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Edward L. Dehner, the President
(name)
(position) of WAYNE ASPHALT & CONST. CO., INC.
(company)

hereby certify:

(1) That the Financial Statement of said company, dated the 3rd
day of July, 19 85, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: July 31, 1985

Edward L. Dehner
(signature)
Edward L. Dehner, President

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 31st day of July, 19 85.

Esther J. Smith
Esther J. Smith

My commission expires:

January 12, 1986

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6030-85 EAST WASHINGTON BLVD. TURN LANE

All work will be performed in accordance with: Resolution #6030-85, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ _____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 11/15/85 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☒ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 11/15/85 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 11/15/85 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

ASPHALT RESURFACING

SPECIAL CONDITIONS

IMPROVEMENT RESOLUTION NO. 6030-85

The following Special conditions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as they may be modified or amended by these Special conditions or by the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works and Safety of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The "Indiana Department of Highways Standard Specifications", 1985 shall govern where the above specifications or those listed hereafter do not cover a specific item.

PROGRESS PAYMENTS

Pay estimate periods shall close on the 25th of each calendar month so that completed estimates can be computed and checked before the end of such calendar month. At the end of each such pay period and upon completion of the work under this Contract, the Contractor shall prepare and submit to the Owner, in type-written form, a detailed estimate of the work performed during the period. Such estimate shall, after approval by the Engineer, be used as the basis for periodical or final payment, as the case may be, by the Owner to the Contractor for work performed under this Contract.

Owner will retain ten percent (10%) of the amount of each periodical estimate until final completion and acceptance by the Owner of all work included in this Contract.

Final payment of ten percent (10%) retained by the Owner on the monthly periodical estimates and on the final estimate will be made to the Contractor not later than thirty (30) days after final acceptance by the Owner of the work on this Contract.

MAINTENANCE OF TRAFFIC

Contractor will construct this project so that the property owner will receive only minimal disruption to the access to his home. The Contractor shall also provide access to all properties within the limits of the contract for emergency vehicles.

MAINTENANCE OF TRAFFIC - Cont'd..

The Contractor is to be charged with the upkeep of the roadway detours, the Contractor shall take any other needed or directed action by the Engineer to protect life, property and the safety of the public in connection with the performance of the work covered by the project within these detours. The Contractor shall notify either the Engineer or the Traffic Engineer seventy-two (72) hours before his need for one of these detours.

The Contractor shall maintain all public, private and commercial approaches, intersections, etc., within each detour and provide all necessary barricades and warning signs which shall be required to maintain the highest degree of safety on the project.

Any and all traffic control devices to establish proper maintenance of traffic and detours will not be paid for separately, but will be included in the cost of other items within this project.

If, at any time in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall promptly comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this Section. Seventy-two (72) hours prior to the reopening of any street within this project, the Contractor shall notify the Fort Wayne City Traffic Engineer and obtain approval for same.

SANITARY REGULATIONS

The Contractor shall provide adequate conveniences for the use of those employed on the work, and their use shall be strictly enforced. Such conveniences shall be properly secluded from public observation, and shall be constructed and maintained at such points and in such manner as may be approved by the Board of Health.

The Engineer shall have the right to inspect any building

SANITARY REGULATIONS - Cont'd

erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with. The Contractor shall rigorously prohibit the committing of nuisances upon the lands of the Owner, or others, about the work or upon adjacent property.

PROTECTION TO PROPERTY

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the Engineer may direct, in such manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from any damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the Contractor to the satisfaction of the Engineer.

COOPERATION WITH PUBLIC UTILITIES

The Contractor will be required to cooperate and coordinate his work with all utilities within the limits of this contract as directed by the Engineer.

SPECIAL NOTES FOR STREETS

TACK COAT

To be included in cost of asphalt concrete shall consist of liquid asphalt cutback RC 70 or AET.

The bituminous material shall be uniformly applied with a pressure yard or as otherwise specified or directed. The tack coat shall be applied in such a manner as to offer the least inconvenience to traffic and to permit one-way traffic without pickup or tracking of the bituminous material.

Tack Coat shall not be applied during wet or cold weather, after sunset, or to a wet surface. The quantity, rate of application, temperature, and areas to be treated shall be approved prior to application. The tack coat shall be mopped, broomed, or squeezed to facilitate curing and obtain a more even distribution.

SPREADING MIXTURES GENERAL REQUIREMENTS

Any surface on which a mixture is spread shall, at that time, be free from dirt, packed soil, or any other foreign material.

Base, binder, wedge, and leveling courses shall be allowed to cure before being subjected to traffic or before a subsequent course is placed thereon, the time of curing to be as directed.

All surface courses shall be spread with an allowance made for finished compaction approximately 1/4 inch above forms, curbs or similar construction. If the required finished depth of any course is to exceed three times the top size of the aggregate used, as shown by actual screen analysis, the course shall be constructed in two or more lifts as directed.

Except as may be otherwise permitted, lays shall be brought forward concurrently within all practical limits, limiting the laying progress in one lane not to exceed one half (1/2) day's run before moving back to bring forward the adjacent lane.

A continuous operation will be expected and not to exceed one (1) day apart through each course of asphalt, except as otherwise designated.

COMPACTING

There shall be operated with each spreader at least 3 rollers. The initial compaction, unless otherwise directed, shall be performed with a 3-wheel roller complying with the requirements set out in 401.09 (B) followed with a two-axle tandem roller complying with the requirements set out in 401.09 (A) and the final or finish rolling shall be performed with an approved tandem roller [401.09 (A)] Indiana Department of Highways Standard Specifications 1985.

The Contractor shall provide competent roller operators and other necessary workmen, capable of correcting surface irregularities and defects. Special attention shall be given to this correction of each lift immediately following the initial rolling. No mixture shall be dispatched from the plant so late in the day that it cannot be spread and compacted in daylight of that same day.

A sufficient number of rollers shall be used to permit compaction to be completed within 30 minutes of the time the bituminous mixture has been spread; however, in any case, compaction shall be completed before the temperature of the mixture has dropped below 180° F.

When rolling adjacent lanes, the roller shall compress the joint by starting partially in the cold lane, lapping from 6 to 10 inches over the hot material.

TAMPING

Along curbs, headers, manholes, and similar structures, and at all other places not accessible to the roller, the mixtures shall be thoroughly compressed with mechanical tamps or vibrators. Butt joints at all such contacts shall be carefully painted with hot asphalt cement the cost of which, including that used in sealing any other joints, shall be included in the various pay items of the contract.

JOINTS

Indiana Department of Highways Specifications 401.13.

TEMPERATURE REQUIREMENTS FOR MIXTURES

The temperature of the finished mixture at the plant shall be such that will produce a workable mixture when incorporated into the work, but in no case will it be acceptable if below 260° F. or higher than 300° F. when delivered to the spreader. The minimum rolling temp in any case, compaction shall be completed before the temperature of the mixture has dropped below 180° F.

Minimum <u>Air Temp</u>	45° F.		
Minimum <u>PVMT Temp</u>	45° F.		
Minimum <u>Subgrade Temp</u>	Depth 3 1/2"	Minimum	32° F.

All asphalt surface course 1" or less -- air temperature will be 60° F. or better.

NOTE: There will be no H.A.C. Surface mix placed after October 1st.

PROTECTION OF BITUMINOUS COURSES

No vehicular traffic of any kind shall be permitted on any lift until the mixture has hardened sufficiently not to be distorted unduly. Any foreign material which may have accumulated on the surface of any course shall be removed before the course is rolled or before subsequent courses are placed thereon.

NOTICE TO PROPERTY OWNERS AND RESIDENTS

The contractor shall assume the responsibility of notifying each property owner and residents within the contract limits of the length of time of inconvenience due to construction.

EQUIPMENT

All equipment specified and needed for construction shall be available on project site prior to placing of the various asphalt courses.

NOTICE TO DEPARTMENTS

Forty-eight (48) hours prior to the start of initial construction, the following departments shall be notified:

Street Engineering	427-1138
Traffic Engineering	427-1172
Technical Services	
Inspection Department	427-1144

MATERIAL

ASPHALT CEMENT

Viscosity graded asphalt cement shall be used. It shall conform to the AASHTO Specifications M226-73.

MINERAL AGGREGATE

1. Base Course:

The mineral aggregate for the base course mixture shall be crushed stone, crushed or uncrushed gravel, sand, stone, mineral dust or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 40.

Mineral filler shall meet requirements of ASTM Designation D242.

2. Surface Course:

The mineral aggregate for the surface course mixture shall be crushed stone, crushed gravel, sharp-edged natural sand, or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 50. Aggregates that have a history of polishing shall not be used. Coarse aggregate (material retrained on the U.S. Standard No. 5 sieve) shall have a percent wear by the Los Angeles abrasion machine that of not more than 40.

Fine aggregate (material passing the U.S. Standard No. 8 sieve) shall have a maximum loss of 12% at 5 cycles in a sodium sulfate solution by the Soundness of Aggregate test or shall have been proved sound through satisfactory service.

50% by weight of the combined coarse aggregate, other than naturally occurring rough-textured aggregate approved by the engineer, shall consist of crushed pieces having one or more faces produced by fracture.

Mineral filler shall meet the requirements of "Mineral Filler for Bituminous Paving Mixtures", ASTM Designation D242.

It is required that the above mineral aggregate meet the above specifications. Certification of the material by the vendor or the purchaser will be required. Also, copies of the test results shall be provided if required by the engineer.

ASPHALT AGGREGATE MIXTURE

The engineer will approve a job-mix formula which will be submitted by the contractor for each mixture. The asphalt-aggregate base course mixture shall meet the following test criteria:

Stability (Marshall): 750 MIN.
Flow (Marshall Method): 8-16
Air Voids: 3-8 %
*Voids in Mineral Aggregate: _____ %

The asphalt-aggregate surface course mixture shall meet the following criteria:

Stability (Marshall): 750 MIN.
Flow (Marshall Method): 8-16
Air Voids: 3-5 %
*Voids in Mineral Aggregate: _____ %

The following tolerances for the job-mix formula will be allowed per single test:

<u>Passing Sieve</u>	<u>Percent</u>
No. 4 and larger	± 7
No. 8 through No. 100	± 4
No. 200	± 2
Asphalt	± 0.4

* Voids in Mineral Aggregate depends on the nominal maximum size of the aggregate.

<u>U.S.A. Standard Sieve Designation</u>	<u>Nominal Maximum Particle Size</u>	<u>Minimum V.M.A. Percent</u>
No. 16	0.0469 in. 1.18 mm.	23.5
No. 8	0.093 in. 2.36 mm.	21.
No. 4	0.187 in. 4.75 mm.	18.
3/8 in.	0.375 in. 9.5 mm.	16.
1/2 in.	0.500 in. 12.5 mm.	15.
3/4 in.	0.750 in. 19.0 mm.	14.
1 in.	1.000 in. 25.0 mm.	13.
1-1/2 in.	1.500 in. 37.5 mm.	12.
2 in.	2.000 in. 50.0 mm.	11.5
2-1/2 in.	2.500 in. 63.0 mm.	11.



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING ■ ONE MAIN STREET ■ FORT WAYNE, INDIANA 46802

board of public works

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works that the third truck Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

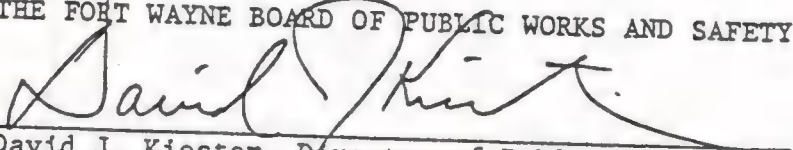
Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operations; Indiana State Highway Commission --- date, 1975.

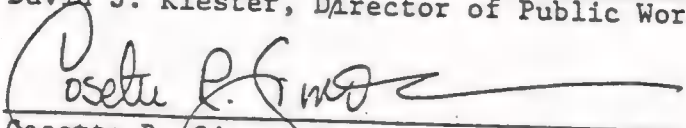
Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

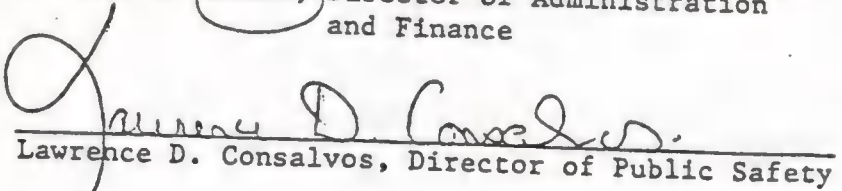
Effective January 1, 1978, a form will be included in bid documents requiring contractor to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS AND SAFETY


David J. Kiester, Director of Public Works


Cosette R. Simon, Director of Administration
and Finance


Lawrence D. Consalvos, Director of Public Safety

5800

Permit No. _____

Name of Street _____

Township _____

Addition _____

To the FORT WAYNE BOARD OF PUBLIC WORKS

Fort Wayne, Indiana

_____ 19____

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: _____

TYPE OF SURFACE where the cut is to be made is _____

NATURE OF OPENING TO BE MADE: The opening to be made will be _____ feet long in right of way, and _____ feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: _____

CHARGE: Enclosed please find my certified check for _____ (\$_____ Dollars).
ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS (\$_____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer.

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to _____ a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of _____ (\$_____).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars (\$300.00) for each offense.

Name of Applicant: _____

Signature of Applicant _____

Address _____ Zip Code _____

Telephone _____

DATE APPROVED _____

APPROVED:

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.
BOARD OF PUBLIC WORKS._____
FORT WAYNE PERMIT ENGINEER

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Craig A. Moyer

747-7531

Virg Walters

747-7531

WAYNE ASPHALT & CONST. CO., INC.
Contractor

Resolution Number 6030-85

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain ten percent (10%) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it ☐ , will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted with any contractor or subcontractor who has been debarred or suspended from doing work for the City of Fort Wayne or federally--assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct invoice or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1.
This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

IMPROVEMENT RESOLUTION NO. 6030-85

EAST WASHINGTON BLVD. TURN LANE

THE FUNDING FOR THE EAST WASHINGTON TURN LANE PROJECT SHALL CONSIST OF A CASH PAYMENT PAID TO THE SUCCESSFUL BIDDER ON COMPLETION OF THE CONTRACT. THE PAYMENT WILL BE PAID AS FOLLOWS:

UPON THE COMPLETION OF THE PROJECT, A FINAL ASSESSMENT OF THE TOTAL COST WILL BE MADE WITH THE PROPERTY OWNERS PAYING 60% AND THE CITY OF FORT WAYNE PAYING 40%.

1 - SKILLED
2 - SEMI-SKILLED
3 - UNSKILLED
IF - INDUSTRIAL FUND
PW - PER WEEK
PR - PROMOTIONAL FUND

We, the undersigned committee, being appointed to prepare a schedule of the Prevailing Wages to be paid in connection with All Construction & Maintenance Contracts

awarded by the Board of Works, City of Fort Wayne, Allen County, Indiana for
the months of July, August & September, 1985

In compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

CRAFT	CLASS	HOURLY RATE	H&W	PEN	VAC.	APPR.	MISC.	EXP. DATE
ANNEALING WORKERS	1	18.20	1.10	1.70		.2c		6/30/86
BOILERMAKER	1	18.83	1.47½	1.90		.3c		
BRICKLAYER	1	16.63	1.05	1.25		.4c	.34c PR	5/31/86
CARPENTER (Bldg.)	1	15.40	1.50	1.25		.2c	.1c PR .4c IF	5/31/86
" (Hiway)	1	14.16	1.25	1.25		.5c	.4c IF	3/31/96
CEMENT MASON	1	13.50	1.00	1.00		.10c	.5c IF	5/31/85
DRYWALL TAPER	1	13.75	1.30	1.00		.12c	.16c Uniform	5/31/86
ELECTRICIAN	1	18.30	1.25	90c+3%		.8c		5/31/86
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%	.8½c		
GLAZIER	1	15.90		.70	.40c	.4c		
IRON WORKER	1	13.35	2.25	2.00		annuity 2.75 .2c IF		5/31/86
LABORER (Bldg.)	1,2,3	12.05	1.30	.85		.9c	.5c IF	5/31/86
" (Hiway)	1,2,3	11.98	1.30	.85		.9c	.4c IF	
" (Sewer)	1,2,3	11.98	1.30	.85		.9c		
LATHER	1	15.40	1.50	1.25		.2c	.4c IF .1c PR	5/31/86
MILLWRIGHT & PILEDRIVER	1	15.80	1.50	1.25		.2c	.4c IF .1c PR	5/31/86
OP. ENGINEER (Bldg.)	1,2,3	17.10	1.25	1.55		.10c		5/31/86
" " (Hiway)	1,2,3	16.00	1.25	1.55		.14c		3/31/86
" " (Sewer)	1,2,3	13.40	1.25	1.25		.10c		3/31/86
PAINTER-Brush & Roller	1	13.75	1.30	1.00		.12c	.16c uniform	5/31/86
" Spray & Sandblast	1	14.75	1.30	1.00		.12c	.16c Uniform	5/31/86
PLASTER	1	14.08	.90	1.00		.10c	.5c IF	5/31/86
PLUMBER & STEAMFITTER	1	18.68	1.00	1.80		.7c	5c IF	5/31/86
TILE & TERRAZZO - Mech.	1	14.25						
MOSIAC & " - Grinder	1	9.50 - 11.50						
ROOFER	1	16.10	1.00	.50				5/31/86
SHEETMETAL WORKER	1	16.67	1.40	1.86		.19c	.19c IF 60c SASMT	5/31/86
TEAMSTER (Bldg.)	1,2,3	13.00½-13.45½	58.70 PW	51.00 PW				
" (Hiway)	1,2,3	12.31-12.91	45.50 PW	51.00 PW				

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25th DAY OF June 1985

Lee Stone
REPRESENTING GOVERNOR OF INDIANA
David Phelan
REPRESENTING THE AWARDING AGENCY

1 - SKILLED
 2 - SEMI-SKILLED
 3 - UNSKILLED
 IF - INDUSTRIAL FUND
 PW - PER WEEK
 PR - PROMOTIONAL FUND

We, the undersigned committee, being appointed to prepare a schedule of the Prevailing Wages to be paid in connection with All Construction & Maintenance Contracts

awarded by the Board of Works, City of Fort Wayne, Allen County, Indiana for
the months of July, August & September, 1985

in compliance with the provisions of CHAPTER # 319 of the Acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

CRAFT	CLASS	HOURLY RATE	H&W	PEN	VAC.	APPR.	MISC.	EXP. DATE
ASBESTOS WORKERS	1	18.20	1.10	1.70		.2c		6/30/86
BOILERMAKER	1	18.83	1.47½	1.90		.3c		
BRICKLAYER	1	16.63	1.05	1.25		.4c	.34c PR	5/31/86
CARPENTER (Bldg.)	1	15.40	1.50	1.25		.2c	.1c PR .4c IF	5/31/86
" (Hiway)	1	14.16	1.25	1.25		.5c	.4c IF	3/31/96
CEMENT MASON	1	13.50	1.00	1.00		.10c	.5c IF	5/31/85
DRYWALL TAPER	1	13.75	1.30	1.00		.12c	.16c Uniform	5/31/86
ELECTRICIAN	1	18.30	1.25	90c+3%		.8c		5/31/86
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%	.8½c		
GLAZIER	1	15.90		.70	.40c	.4c		
IRON WORKER	1	13.35	2.25	2.00		annuity 2.75 .2c IF		5/31/86
LABORER (Bldg.)	1,2,3	12.05	1.30	.85		.9c	.5c IF	5/31/86
" (Hiway)	1,2,3	11.98	1.30	.85		.9c	.4c IF	
" (Sewer)	1,2,3	11.98	1.30	.85		.9c		
LATHER	1	15.40	1.50	1.25		.2c	.4c IF .1c PR	5/31/86
MILLWRIGHT & PILEDRIIVER	1	15.80	1.50	1.25		.2c	.4c IF .1c PR	5/31/86
OP. ENGINEER (Bldg.)	1,2,3	17.10	1.25	1.55		.10c		5/31/86
" " (Hiway)	1,2,3	16.00	1.25	1.55		.14c		3/31/86
" " (Sewer)	1,2,3	13.40	1.25	1.25		.10c		3/31/86
PAINTER-Brush & Roller	1	13.75	1.30	1.00		.12c	.16c uniform	5/31/86
" Spray & Sandblast	1	14.75	1.30	1.00		.12c	.16c Uniform	5/31/86
PLASTER	1	14.08	.90	1.00		.10c	.5c IF	5/31/86
PLUMBER & STEAMFITTER	1	18.68	1.00	1.80		.7c	5c IF	5/31/86
TILE & TERRAZZO - Mech.	1	14.25						
MOSIAC & " - Grinder	1	9.50 - 11.50						
ROOFER	1	16.10	1.00	.50				5/31/86
SHEETMETAL WORKER	1	16.67	1.40	1.86		.19c	.19c IF .60c SASMT	5/31/86
TEAMSTER (Bldg.)	1,2,3	13.00½-13.45½	58.70 PW	51.00 PW				
" (Hiway)	1,2,3	12.31-12.91	45.50 PW	51.00 PW				

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 25th DAY OF June 1985

Lee Stone
 REPRESENTING GOVERNOR OF INDIANA

David Phelan
 REPRESENTING THE AWARDING AGENCY

TITLE OF ORDINANCE Contract for Res. 6030-85, E. Washington Blvd. - Turn Lane

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

J-85-10-20

SYNOPSIS OF ORDINANCE Contract for Res. 6030-85 is for the improvement of East

Washington Blvd. from the intersection of Kitch Street to the intersection of

Old Maumee Avenue a distance of 1,888 Lineal Feet for the purpose of a con-

tinuous Left Hand Turn Lane. The construction will consist of a deep strength

asphalt lane 16 feet wide, pavement markings and the relocation of the street

lights. PRIOR APPROVAL WAS RECEIVED ON AUG. 6, 1985

Wayne Asphalt Co. is the Contractor.

EFFECT OF PASSAGE Improvement of above intersection.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$136,055.97.

ASSIGNED TO COMMITTEE

BILL NO. S-85-10-20

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. #6030-85 - E. Washington Blvd. Turn Lane, by the City of
Fort Wayne, by and through its Board of Public Works and Safety
and Wayne Asphalt & Construction Co., Inc.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO
CHAIRMAN

Charles B. Redd

CHARLES B. REDD
VICE CHAIRMAN

Paul M. Burns

PAUL M. BURNS

Donald J. Schmidt

DONALD J. SCHMIDT

Thomas C. Henry

THOMAS C. HENRY

CONCURRED IN 10-22-85

SANDRA E. KENNEDY
CITY CLERK